

EVANS
PRODUCTS COMPANY

Paul J. Graf
Group Attorney
Transportation Systems & Industrial Group

The East Tower
2550 Golf Road
Rolling Meadows, Illinois 60008

RECORDATION NO. 8478-1 Filed 1425

NOV 29 1982 - 10 15 AM

2-333A015

INTERSTATE COMMERCE COMMISSION
Telephone 312/640-7000

November 22, 1982

NOV 29 1982 - 10 15 AM

No. NOV 29 1982

Mrs. Mildred Lee

Secretary

Interstate Commerce Commission
Washington, DC 20423

Fee \$ 30.00

ICC Washington, D.C.

NOV 29 1982 - 10 15 AM

Dear Mrs. Lee:

I have enclosed three originals and two copies of the documents described below to be recorded pursuant to Section 11303 of Title 49 U.S. Code.

The documents included are an Assignment of Lease, Supplemental Agreement, and Release of Assignment and Bill of Sale (Reconveyance), all secondary documents dated October 20, 1982.

The primary document to which these are connected is recorded under Recordation Number 8478.

The names and addresses of the parties to the documents are as follows:

Mortgagor: Evans Railcar Leasing Company
2550 Golf Road
Rolling Meadows, Illinois 60008

Mortgagee: Chemical Bank
600 Montgomery Street
San Francisco, California 94111

A description of the equipment covered by the documents follows:


Released Equipment: Four 52'5" 70 ton boxcars, USLX 11542, 13170, 13174, FP 7910 (PICK 1930)-AAR # R206; One all door side slider boxcar, USLX 50351-AAR # L047; One 4750 cubic foot 100 ton covered hopper car, ATW 5146-AAR # L153.

Substitute Equipment: Fourteen 50'6" 70 ton XM boxcars, NACR 700200-700213 (inclusive) -AAR # B100.

A fee of \$30.00 is enclosed. Please return two originals and one copy not needed by the Commission for recordation to Paul J. Graf, Evans Products Company, 2550 Golf Road, Rolling Meadows, Illinois 60008.

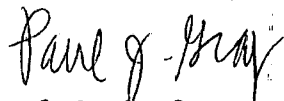
A short summary of the documents to appear in the index follows:

Assignment of Lease, Supplemental Agreement, and Release of Assignment and Bill of Sale (Reconveyance) to Railroad Security Agreement dated August 1, 1976 between Evans Railcar Leasing Company, 2550 Golf Road, Rolling Meadows, Illinois, 60008, Mortgagor, and Chemical Bank, 600 Montgomery Street, San Francisco, California 94111, Mortgagee, covering four 52'5" 70 ton boxcars,



one all door side slider boxcar, and one 4750 cubic foot 100 ton covered
hopper car released equipment; and fourteen 50'6" 70 ton XM boxcars
substitute equipment to Railroad Equipment Security Agreement with
recording number 8478.

Very truly yours,



Paul J. Graf

PJG:jf

Enclosure

SUPPLEMENTAL AGREEMENT

NOV 29 1982 10 15 AM

INTERSTATE COMMERCE COMMISSION

THIS SUPPLEMENTAL AGREEMENT dated as of October 20, 1982, is by and between CHEMICAL BANK (hereinafter called the "Mortgagee") and Evans Railcar Leasing Company, an Illinois Corporation (hereinafter called the ("Company")).

W I T N E S S E T H:

WHEREAS, the Mortgagee and the Company have executed and delivered with and to each other that certain Railroad Equipment Security Agreement dated as of August 1, 1976, (hereinafter called the "Agreement"); and

WHEREAS, the Agreement was recorded with the Interstate Commerce Commission in accordance with 49 U.S.C. Section 11303 and assigned Recordation No. 8478; and

WHEREAS, pursuant to Section 2.2 and 1.3 of the Agreement, the Company has or will have sold, assigned and transferred to the Mortgagee Substitute Equipment (as hereinafter defined) in substitution for certain Equipment which the Company desires to be released from Mortgagee's lien (the "Released Equipment"); and

WHEREAS, the Company and the Mortgagee desire to modify and amend the Agreement to release and delete therefrom the Destroyed Equipment and to encumber thereby and substitute therefor the Substitute Equipment.

NOW, THEREFORE, in consideration of the promises, covenants and agreements hereinafter set forth, it is agreed by and between the parties hereto that:

1. The Agreement is hereby amended by releasing from the lien thereof and deleting from Schedule A thereof, the units of Trust Equipment (hereinafter called "Released Equipment") described in Exhibit A hereto.
2. The Agreement is hereby amended by subjecting to the lien thereof and adding to Schedule A thereof, the units of Equipment (herein called "Substitute Equipment") described in Exhibit B hereto. The aggregate cost to of the Substitute Equipment is not less than the aggregate cost to the Company of the Released Equipment. The aggregate fair market value of the Substitute Equipment is not less than the aggregate fair market value of the Released Equipment. The Substitute Equipment was first put into service not earlier than January 1, 1976.

3. The terms "Cars" and "Railroad Equipment" as used in the Agreement shall hereafter, for all purposes, include the Substitute Equipment and shall not hereafter include the Destroyed Equipment.
4. The Company will promptly cause this Supplemental Agreement for the Substitute Equipment to be filed and recorded in accordance with 49 U.S.C. Section 11303.
5. Except as amended and supplemented hereby, the Agreement shall remain unaltered and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Agreement to be duly executed as of the 20th day of October, 1982.

(CORPORATE SEAL)

ATTEST:

Assistant Secretary

(CORPORATE SEAL)

ATTEST:


Thomas L. Schoenbeck
Assistant Secretary

CHEMICAL BANK

by: Paul Fitzgerald

EVANS RAILCAR LEASING COMPANY

by: Paul Schoenbeck

EXHIBIT A

ISSUE AG Released Equipment

<u>Quantity</u>	<u>Description of Equipment</u>	<u>Car Markings</u>
3	52'5" 70 ton box cars	USLX 11542 13170 13174
1	all door side slider box car	USLX 50351
1	4750 cubic foot 100 ton covered hopper car	ATW 5146
1	50'6" 70 ton box car	FP 7910 (PICK 1930)

EXHIBIT B

ISSUE AG Substitute Equipment

<u>Quantity</u>	<u>Description of Equipment</u>	<u>Car Markings</u>	<u>Cost</u>
14	used 50'6" 70 ton XM box cars	NACR 700200- 700213 (inclusive)	\$268,800.00

STATE OF

CITY AND COUNTY OF

On this _____ day of _____, 19____, before me personally appeared _____ and _____ to me personally known, who, being by me duly sworn, say that they are Vice President and Assistant Secretary, respectively, of CHEMICAL BANK, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

My commision expires:

Notary Public

STATE OF ILLINOIS

COUNTY OF COOK

On this 20th day of October, 1982, before me personally appeared Paul R. Leak and Thomas L. Schoenbeck, to me personally known, who, being by me duly sworn, say they are Vice President and Assistant Secretary, respectively of EVANS RAILCAR LEASING COMPANY, that one of the seals affixed to the foregoing instrument is the seal of said corporation, that said instrumensent was signed and sealed on behalf of said corporation by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

My commision expires:

2-4-85

Susan S. Muehlefeld
Notary Public